

1 COOLEY LLP
SCOTT S. BALBER (*pro hac vice* application forthcoming)
2 sbalber@cooley.com
JONATHAN CROSS (*pro hac vice* application forthcoming)
3 jcross@cooley.com
1114 Avenue of the Americas
4 New York, New York 10036
Telephone: (212) 479-6000
5 Facsimile: (212) 479-6275

6 COOLEY LLP
JOSEPH B. WOODRING (272940)
7 jwoodring@cooley.com
4401 Eastgate Mall
8 San Diego, CA 92121
Telephone: (858) 550-6000
9 Facsimile: (858) 550-6420

10 Attorneys for Non-Party Creditor
LFG NATIONAL CAPITAL, LLC
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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION
15

16 IN RE: TFT-LCD (FLAT PANEL)
17 ANTITRUST LITIGATION
18

Master File No. 07-1827 SI

MDL NO. 1827

19 This Document Relates to:
20 ALL INDIRECT PURCHASER ACTIONS
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**DECLARATION OF ALAN L. ZIMMERMAN
IN SUPPORT OF MOTION TO DIRECT FEES
AND COSTS**

Date: April 26, 2013
Time: 9:00 a.m.
Judge: Hon. Susan Ilston
Ctvm: 10

1 I, Alan L. Zimmerman, declare as follows:

2 1. I am the Chief Executive Officer of LFG Servicing, LLC ("LFG Servicing"), the
3 loan servicing agent that is responsible for maintaining business records of and is authorized to
4 act on behalf of Non-Party Creditor LFG National Capital, LLC ("LFG National") with respect to
5 certain loans. I have personal knowledge of the following facts and, if called upon to testify, I
6 could and would testify competently thereto.

7 2. Documents referred to in and/or attached to this declaration are business records of
8 LFG National maintained by LFG Servicing in the ordinary course of its business, as loan
9 servicing agent for LFG National.

10 3. I make this declaration on the basis of my review of LFG National's business
11 records relating to the Term Loan and Security Agreement (the "Loan Agreement"), executed
12 between the Alioto Law Firm (the "Firm") and LawFinance Group, Inc. ("LawFinance"), on
13 March 1, 2005. A true and correct copy of the Loan Agreement, along with all amendments
14 thereto, is attached as Exhibit A hereto.

15 **A. The Loan Agreement**

16 4. The Loan Agreement replaced, and provided funds to refinance the amounts due
17 under, an earlier, similar loan agreement between the Firm and LawFinance dated January 14,
18 2004. A true and correct copy of the January 14, 2004 Term Loan and Security Agreement is
19 attached as Exhibit B hereto.

20 5. On March 1, 2005, LawFinance assigned and sold to LFG National all of
21 LawFinance's rights and interests under the Loan Agreement. A true and correct copy of the
22 Assignment Certificate dated as of March 1, 2005, reflecting the assignment of the Loan
23 Agreement from LawFinance to LFG National is attached as Exhibit C hereto.

24 6. A true and correct copy of a letter sent to Joseph M. Alioto ("Alioto") on March
25 24, 2005, reflecting the assignment of the Loan Agreement, is attached as Exhibit D hereto.

26 7. True and correct copies of the California Uniform Commercial Code Financing
27 Statements filed on January 12, 2004 and July 15, 2004, and the continuation filed December 31,
28 2008, are attached as Exhibit E hereto.

B. The Guaranty

8. A true and correct copy of the Guaranty executed between Alioto and LawFinance on March 1, 2005 (the "Alioto Guaranty"), along with all amendments thereto, is attached as Exhibit F hereto.

9. Alioto has not paid any monies to LFG National pursuant to the terms of the Alioto Guaranty.

C. The Stipulation for Entry of Judgment

10. Alioto and the Firm have stipulated in writing to the entry of judgment against them in the event of a default under the Loan Agreement. A true and correct copy of the Stipulation for Entry of Judgment signed by Alioto and the Firm is attached as Exhibit G hereto.

D. The Debtors' Breaches of the Loan Agreement and Guarantees

a. Debtors' Failure to Make Interest and Principal Payments

11. LFG National, through LFG Servicing, has noticed the Firm of numerous events of default by the Firm of its obligations under the Loan Agreement. The Firm was noticed of its failure to remit required interest and principal payments on October 13, 2010, October 20, 2010, September 7, 2011, June 12, 2012, June 18, 2012, July 16, 2012, August 16, 2012, September 17, 2012, October 16, 2012, November 16, 2012, December 17, 2012, January 16, 2013, and February 16, 2013. The Alioto Law Firm has been in a continuous state of default under the Loan Agreement since on or before October 13, 2010. True and correct copies of LFG Servicing's letters to the Alioto Law Firm concerning these payment defaults are attached as Exhibit H hereto.

E. Letters to this Court Relating to the Debtors' Obligations

12. A true and correct copy of the letter submitted to this Court by LFG National, through counsel, on February 4, 2013 is attached as Exhibit I hereto.

13. A true and correct copy of the letter submitted to this Court by Joseph M. Alioto on February 5, 2013 is attached as Exhibit J hereto.

1 14. A true and correct copy of the letter submitted to this Court by LFG National,
2 through counsel, on February 8, 2013 is attached as Exhibit K hereto. The attachments to the
3 letter, which are included as exhibits to this declaration, have been omitted.

4 15. A true and correct copy of the letter submitted to this Court by Joseph M. Alioto
5 on February 12, 2013 is attached as Exhibit L hereto.

6 I declare under penalty of perjury that the foregoing is true and correct.

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8 Executed on March 11, 2013 at New York, New York.

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10 Alan L. Zimmerman

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